

**Recording Requested by/  
After Recording Return To:**

Stewart Lender Services  
Attn: Modification Recordation  
9700 Bissonnet Street, Suite 1500  
Houston, TX 77036

**This document was prepared by**

Home Retention Services, Inc.,  
Modifications Department  
9700 Bissonnet Street  
Suite 1500  
Houston, TX 77036  
1.855.664.8124

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**LOAN MODIFICATION AGREEMENT**

Order ID: 5082587

Project ID: 49707

Loan Number: 101100626

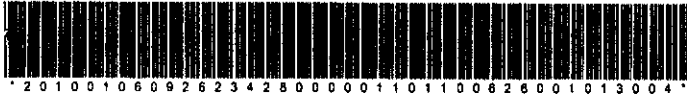
MIN Number: 100015700050547559

Borrower: MANUEL LOPEZ

Original Loan Amount: \$125,256.00

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'



Recording Requested by  
BAC Home Loans Servicing, LP  
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP  
Post Office Box 10266  
Van Nuys, CA 91410-0266  
Attention: Document Control

DocID#: 065101100626/105A

Space Above for Recorder's Use

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on January 6, 2010 between Manuel A Lopez (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated April 28, 2005 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 10054 Oak Run Drive South, Olive Branch, MS 38654.

The real property described being set forth as follows:

### SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of One Hundred Thirty Four Thousand, Three Hundred Fifteen Dollars And Twenty Eight Cents, (U.S. Dollars) (\$134,315.28). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2040.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.



SIGNED AND ACCEPTED THIS 15th DAY OF January

BY

Manuel A Lopez  
Manuel A Lopez

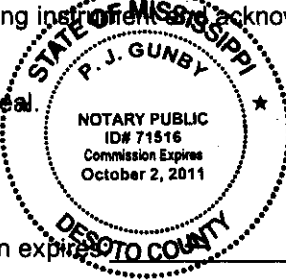
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of MISSISSIPPI, County of Desoto On this 15th day of Jan,  
2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Manuel A Lopez

known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged that he executed the same.

Witness my hand and official seal.



Signature P. J. Gunby  
Name (typed or printed) P. J. Gunby

My commission expires October 2, 2011

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

**CO-OWNER(S)**

Co-Owner(s) Signature \_\_\_\_\_ Dated: \_\_\_\_\_

Co-Owner(s) Name (typed or printed) \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_

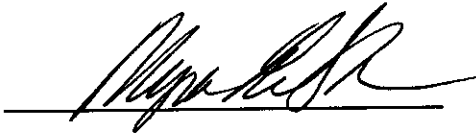
Notary Public, personally appeared \_\_\_\_\_

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

As evidenced by the signature below, the Lender agrees to the foregoing.



Mortgage Electronic Registration Systems, Inc.-

Nominee for Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP

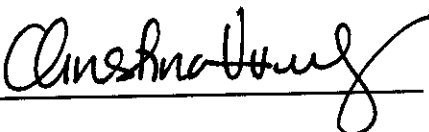
By: Myra Leblanc, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

On November 4, 2011 before me, Christina Vuong Notary Public, personally appeared Myra Leblanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature   
Christina Vuong



My commission expires: June 24, 2015

Order ID: 5082587



Loan Number: 101100626

Property Address: 10054 OAK RUN DRIVE SOUTH, OLIVE BRANCH, MS 38654

### **EXHIBIT A**

Lot 94, Section "B", MAGNOLIA LAKES Subdivision, in Section 35, Township 1 South, Range 6 West in DeSoto County, Mississippi, as shown on plat of record in Plat Book 63, Page 18, in the Chancery Court Clerk's Office of DeSoto County, Mississippi to which plat reference is hereby made for a more particular description of said property.

**Parcel ID Number: 1-06-7-35-30-0-00094-00**

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9700 Bissonnet Street, Suite 1500  
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Loan Number: 101100626

MIN Number: 100015700050547559

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**EXHIBIT B**

Borrower Name: MANUEL LOPEZ

Property Address: 10054 OAK RUN DRIVE SOUTH, OLIVE BRANCH, MS 38654

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 08/16/2005 as Instrument/Document Number: N/A, and/or Book/Liber Number: 2210 at Page Number: 436 in the real records of DESOTO County, State of MS.

**Additional County Requirements:**

Original Loan Amount: \$125,256.00

